



### **3.0 Responsibilities**

- 3.1 It is the responsibility of each manager and supervisor to ensure that each individual appointed to a new position with a probationary or trial service status is given the appropriate training and orientation. Further, each manager and supervisor shall evaluate the probationary and/or trial service period as required by this procedure or applicable collective bargaining agreement.
  - 3.1.1 CBC, following the applicable process for that employment type, may separate an individual's employment for any non-discriminatory reason during the probationary period, and that decision shall not be subject to review or appeal.
- 3.2 It is the responsibility of the employee to meet and strive to exceed the standards established for work accomplishment and conduct, to improve work effectiveness, and to perform at the highest competency levels possible by the end of the probationary or trial service period and throughout his/her employment.

### **4.0 Probationary Periods by Employment Category**

- 4.1 Executive and administrative employees shall serve the probationary period described in their individual employment contracts, if any.
- 4.2 Tenure track academic employees shall serve an initial probationary period, also referred to as tenure review period, as outlined by the terms of the applicable collective bargaining agreement between the parties.
  - 4.2.1 This initial probationary period may be extended by recommendation of the tenure review committee and action of the Board of Trustees under the terms and conditions of the collective bargaining agreement between the parties.
- 4.3 Classified employees shall serve the initial probationary period described within their offer letter.
  - 4.3.1 The initial probationary period may be extended at the discretion of CBC, so long as that extension does not cause the total probationary period to exceed twelve (12) consecutive months.
- 4.4 All other employees are considered at-will and, except as modified by the provisions of the individual's temporary employment contract, if any, serve at the pleasure of the appointing authority.

### **5.0 Trial Service Periods for Classified Employees**

- 5.1 Classified employees not serving an in-training appointment and who are promoted, transferred or demoted to a position for which they have not previously attained permanent status, will serve an initial trial service period consistent with the probationary period described in that respective position's job description.
  - 5.1.1 The initial trial service period may be extended at the appropriate discretion of the Vice President, so long as the extension does not cause the total period to exceed twelve (12) consecutive months.
  - 5.1.2 Reversion rights related to the failed trial service of a represented classified employee shall be as outlined in the applicable collective bargaining agreement.
- 5.2 Non-represented classified employees who do not successfully complete a trial service period may be offered an opportunity to revert to a position College wide that is vacant and for which the employee possesses the required competencies to perform.

- 5.2.1 If the employee does not revert, then he/she may request in writing to the Vice President of Human Resources and Legal Affairs to be placed on the layoff list for any significantly similar position for which he/she has previously attained permanent status.
- 5.2.2 The employee serving a trial service period may voluntarily revert to his/her former position within thirty (30) calendar days after the appointment, provided that the former position has not been filled or an offer made. The employee will serve a new trial service period in the former position unless waived by the immediate supervisor.

## **6.0 Extension of Probationary/Trial Service Period**

- 6.1 During the probationary period, the responsible evaluator (immediate supervisor or review committee, as applicable to employment type) shall review, examine and monitor the conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness of a probationary or trial service employee to determine whether the employee is fully qualified for employment in the classification to which appointed.
- 6.2 Probationary period progress reports shall be made on forms provided by the Human Resources Office.
- 6.3 The responsible evaluator may request extension of the probationary period, as follows:
  - 6.3.1 Academic employee: by recommendation of the tenure review committee and action of the Board of Trustees, extension may be made for one, two or three additional academic quarters under the terms and conditions of the collective bargaining agreement between the parties. Tenure may be granted or denied during any of the ensuing three quarters.
  - 6.3.2 Classified employee: by decision of the appropriate Vice President the period can be extended by an additional six (6) months provided the total probationary/trial service period does not exceed twelve (12) months. The extension decision must be communicated to the employee and the Vice President of Human Relations and Legal Affairs before the end of the original probationary period.
- 6.4 If performance or conduct issues are found to be below acceptable standards by the responsible evaluator, a recommendation shall be made to the appropriate appointing authority to terminate employment. Such terminations are not subject to review or appeal, unless otherwise required by law.